IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

SUMMONS FOR JUDGMENT NO.717 OF 2005

IN

SUIT NO.2483 OF 2004

...

Anil Madhukar Limaye ...Plaintiff

v/s.

Pandurang G. Tandel ...Defendant

...

Mr.O.S. Kutty i/b S.M. Shetty for the Plaintiff.

Mr.K.J.Somane for the Defendant.

...

CORAM: D.K.DESHMUKH, J.

DATED: 19TH JUNE, 2006

P.C.:

The Plaintiff has filed this suit on the basis of two dishonoured cheques, which are admittedly signed by the Defendant. The defence of the Defendant is that these cheques were handed over by the Defendant to the Plaintiff/bank in the month of November, 2000. Because the Plaintiff assured him that the Defendant will procure some amount of loan on the basis of these cheques. Firstly, if the Plaintiff was to procure loan for the Defendant, then why blank cheques were necessary is not explained anywhere. If blank cheques were given in November,2000 and if till the year 2002 no loan was procured by the Plaintiff for the Defendant, why the Defendant did not write to his bank for cancellation of those cheques is not explained anywhere. Normally, even after blank cheques are given by the Defendant to the Plaintiff for procuring loan, if the Plaintiff does not procure loan within a reasonable time, reaction of any ordinary prudent man would be to write to the bank that the cheques should not be honoured and they should be treated as cancelled.

. Defendant is, therefore, not entitled to leave to defend the suit. The Plaintiff, therefore, becomes entitled to the judgment.

. Heard the learned Counsel for both sides. Perused the record. Summons for judgment is granted. Suit is decreed in terms of prayer clause of the suit. Refund of court fees as per rules.

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